STATE OF SOUTH CAROLINA)
)
GREENVILLE COUNTY)

RESOLUTION No. _____

A RESOLUTION DESIGNATING AND APPROVING PROJECT AFFILIATES SO AS TO ALLOW THE PROJECT AFFILIATES TO QUALIFY FOR BENEFITS PURSUANT TO THAT CERTAIN SPECIAL SOURCE CREDIT AGREEMENT WITH GREENVILLE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Greenville County (the "County") is a political subdivision of the State of South Carolina and, as such, has all powers granted to counties by the Constitution and the general law of this State; and

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act"), to provide special source credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution ("Special Source Credits"), for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding certain infrastructure used in the operation of a commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, on January 20, 2022, the County, acting by and through its County Council, enacted Ordinance No. 5381 whereby it entered into that certain Special Source Credit Agreement between Cone Mills Acquisition Group, LLC, a Delaware limited liability company (the "Company") and the County, effective January 20, 2022 (the "SSC Agreement"), pursuant to which the Company committed to make certain investments in the County in connection with its undertaking of a significant mixed-use redevelopment (the "Project") of the former Union Bleachery and Cone Mill site ("Project Property") and the County agreed to provide certain Special Source Credits; and

WHEREAS, on June 16, 2026, the County enacted Resolution No. 2044 which authorized a partial assignment of the SSC Agreement to OTT Owner One, LLC, a Delaware limited liability company ("OTT Owner One"), thereby ensuring the benefits of the SSC Agreement continue to apply to the portion of the Project Property that was transferred from the Company to OTT Owner One; and

WHEREAS, in furtherance of the Project, the Company desires to transfer certain additional to-be-determined portions of the Project Property to the entities listed in **Exhibit A** hereto (the "Co-Developers"); and

WHEREAS, pursuant to Article I of the SSC Agreement, the Company is permitted to designate entities, whether or not related to the Company, to join with the Company and to participate in the investment in, or financing of, any portion of the Project, provided such entities enter into a joinder agreement in substantially the form attached to the SSC Agreement, which joinder

agreement would establish the entities as "Project Affiliates" under Article I thereof (the "Joinder"); and

WHEREAS, the Company and the Co-Developers desire to ensure the benefits of the SSC Agreement continue to apply to the Project Property and further desire the Co-Developers to be established as Project Affiliates pursuant to Article I of the SSC Agreement; and

WHEREAS, the Co-Developers are registered to do business in South Carolina with the South Carolina Secretary of State and, once established as Project Affiliates under Article I of the SSC Agreement, will be qualified to receive the benefits of the Special Source Credits under the Infrastructure Credit Act; and

WHEREAS, the County desires to provide its consent to and its ratification of the Joinder of the Co-Developers to the SSC Agreement in accordance with Article I thereof; and

WHEREAS, the County, the Company, and each Co-Developer have executed a Joinder Agreement, attached hereto as **Exhibit B**, which agreement binds the Co-Developers to the terms of the SSC Agreement, as required by Article I of the SSC Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. **Consent to and Ratification of Joinder.** The County hereby consents to and ratifies the Joinder of each of the Co-Developers to the SSC Agreement, all as more particularly established by the Joinder Agreement attached hereto as **Exhibit B**.

Section 2. **Authorization.** The County Council authorizes the Chairman of the County Council, or the Vice Chairman in the absence of the Chairman, the County Administrator, and the Clerk to County Council, for and on behalf of the County, to take whatever further actions reasonably necessary and prudent to effect the intent of this Resolution.

Section 3. **Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

BE IT FURTHER RESOLVED THAT this Resolution shall take effect upon its adoption.

DONE IN REGULAR MEETING THIS SEVENTEENTH DAY OF NOVEMBER, 2026.

_____
Benton Blount, Chairman
Greenville County Council

ATTEST:

_____
Regina McCaskill
Clerk to Council

_____
Joseph M. Kernell
County Administrator

EXHIBIT A

LIST OF PROJECT AFFILIATES

Name of Affiliate	State of Organization	Entity Type
OTT OWNER TWO, LLC	Delaware	LLC
OTT OWNER THREE, LLC	Delaware	LLC
OTT OWNER FOUR, LLC	Delaware	LLC
OTT OWNER FIVE, LLC	Delaware	LLC
OTT OWNER SIX, LLC	Delaware	LLC
OTT OWNER SEVEN, LLC	Delaware	LLC
OTT OWNER EIGHT, LLC	Delaware	LLC
OTT OWNER NINE, LLC	Delaware	LLC
OTT OWNER TEN, LLC	Delaware	LLC
OTT OWNER ELEVEN, LLC	Delaware	LLC
OTT OWNER TWELVE, LLC	Delaware	LLC
OTT OWNER THIRTEEN, LLC	Delaware	LLC
OTT OWNER FOURTEEN, LLC	Delaware	LLC
OTT OWNER FIFTEEN, LLC	Delaware	LLC
OTT OWNER SIXTEEN, LLC	Delaware	LLC
OTT OWNER SEVENTEEN, LLC	Delaware	LLC
OTT OWNER EIGHTEEN, LLC	Delaware	LLC
OTT OWNER NINETEEN, LLC	Delaware	LLC
OTT OWNER TWENTY, LLC	Delaware	LLC

EXHIBIT B

JOINDER AGREEMENT TO
SSC AGREEMENT

JOINDER AGREEMENT

Reference is made to that certain SPECIAL SOURCE CREDIT AGREEMENT, dated as of January 18, 2022 (the "Agreement"), between the COUNTY OF GREENVILLE, SOUTH CAROLINA (the "County") and CONE MILLS ACQUISITION GROUP, LLC (the "Company"), a copy of which is attached hereto.

RECITALS:

Article I of the Agreement allows the Company to designate Project Affiliates to join the Agreement as parties. Contemporaneously herewith, the Company is designating each of the legal entities identified in the table included in the attached Schedule 1 to Joinder Agreement as Project Affiliates ("Affiliates") and each of the Affiliates is agreeing to accept such designation from the Company subject to its agreement to enter into this Joinder Agreement for the benefit of the Company.

NOW, THEREFORE, in consideration of the designation of the Affiliates as set forth herein and the Company's and County's consent to such designation as set forth below, each of the Affiliates hereby agree as follows:

1. Joinder to Agreement. Each Affiliate hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement except the provisions of Section 2.02, Section 3.01 only as it relates to the Company's obligations thereunder, and Section 6.11, all of which shall remain obligations of the Company, and each Affiliate further acknowledges and agrees that the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Agreement. In addition, each Affiliate hereby agrees to indemnify the Company and its members, officers, employees, servants and agents (collectively, the "Company Indemnified Parties") and hold the Company Indemnified Parties harmless from and against all claims and obligations of the Company to the County and the Indemnified Parties pursuant to Section 6.11 of the Agreement with respect to the Affiliate's performance or failure to perform of its obligations under the Agreement with respect to the Subject Property to the same extent of the Company's obligations to indemnify the County and the Indemnified Parties under Section 6.11 concerning the Subject Property; provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the Company, its members, agents, officers or employees, or (ii) any breach of the Agreement by the Company.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 6.06 of the Agreement shall be sent to each Affiliate at the respective address identified in the table included in the attached Schedule 1 to Joinder Agreement.

5. Counterparts. This Joinder Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures or electronic signatures, including but not limited to signatures circulated by e-mail, may be relied upon by all parties to the Agreement and to this Joinder Agreement as if originals.

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

THE COMPANY

CONE MILLS ACQUISITION GROUP, LLC, a limited liability company organized and existing under the laws of the State of Delaware

By:_____

Name: _____

Title: _____

AFFILIATES

OTT OWNER TWO, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER THREE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER FOUR, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER FIVE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

[SIGNATURE PAGE 1 of 5]

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

AFFILIATES

OTT OWNER SIX, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER SEVEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER EIGHT, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER NINE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER TEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER ELEVEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

[SIGNATURE PAGE 2 of 5]

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

AFFILIATES

OTT OWNER TWELVE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER THIRTEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER FOURTEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER FIFTEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER SIXTEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER SEVENTEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

[SIGNATURE PAGE 3 of 5]

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

AFFILIATES

OTT OWNER EIGHTEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER NINETEEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

OTT OWNER TWENTY, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company")

By:_____

Name: _____

Title: _____

[SIGNATURE PAGE 4 of 5]

The foregoing Joinder Agreement is hereby acknowledged, accepted and agreed to by the County as authorized by the Resolution adopted by the County Council for Greenville County, South Carolina on November 17, 2026.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____

Name:_____

Title: County Administrator

[SIGNATURE PAGE 5 of 5]

List of Affiliates and Their Notice Addresses Under Section 6.06 of the SSC Agreement

Name of Affiliate	State of Organization	Entity Type	Notice Address Under Section 6.06 of the Agreement
OTT OWNER TWO, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER THREE, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER FOUR, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER FIVE, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER SIX, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER SEVEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER EIGHT, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER NINE, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER TEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER ELEVEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER TWELVE, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER THIRTEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER FOURTEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER FIFTEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER SIXTEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER SEVENTEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER EIGHTEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER NINETEEN, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133
OTT OWNER TWENTY, LLC	Delaware	LLC	2850 Tigertail Avenue, Suite 701 Miami, FL 33133